UNITED STATES DISTRICT COURT
STATE OF NEW MEXICO

KRISTINA LORD-LINDE,

Plaintiff,

02 MAR 19 PM 4: 19

MLK

No. CIV 02-0308 DJS WWD

v.

THE GOVERNING COUNCIL OF THE PUBLIC ACADEMY FOR PERFORMING ARTS, MICHELE BENAVIDEZ, individually And as executive director, JORGE HERNANDEZ, Individually and as Chairman of the Governing Council, RIKKI QUINTANA, individually and as member of the Governing Council, BOB PERLS, individually and as member of the Governing Council, and PATTY USEEM,

Defendants

NOTICE OF REMOVAL OF STATE COURT ACTION PURSUANT TO 28 U.S.C. §§1331, 1441(b) AND 1446 AND F.R.Civ.P. 81(c) ON THE BASIS OF A FEDERAL QUESTION

Defendants, by and through their attorney, Marcia E. Lubar & Associates, pursuant to the provisions of 28 U.S.C. §§1331 and 1441(b) hereby remove Cause No. CV-2002-01568, Second Judicial District Court, Bernalillo County, State of New Mexico, and as grounds therefore, state:

1. Plaintiff commenced an action against defendants in the Second Judicial District Court, County of Bernalillo, State of New Mexico, styled Kristina Lord-Linde, Plaintiff, v. the Governing Council of the Public Academy for Performing Arts, Michele Benavidez, individually and as executive director, Jorge Hernandez, individually and as Chairman of the Governing Council, Rikki Quintana, individually and as member of the Governing Council, Bob Perls, individually and as member of the Governing Council, and Patty Useem, Defendants by filing a complaint for violation of free speech, violations of due process, conspiracy, and breach of contract pursuant to 42 USC §§1983, 1985, and 1988, on February 27, 2002.

2. The defendants were served with the complaint on March 5, 6, or 8, 2002.

3. Plaintiff filed a first amended complaint on March 5, 2002, omitting the claim for conspiracy pursuant to 42 USC §1985, and served defendants' counsel on March 11, 2002.

4. All defendants agree with the removal petition.

5. This Court has original jurisdiction of the above-entitled action, because plaintiff is bringing a claim pursuant to 42 U.S.C. §§1983 and 1988.

6. This action is removable pursuant to the provisions of 28 U.S.C. §1331 and removal of the action to this Court is proper pursuant to 28 U.S.C. §1441(b).

7. This Notice of Removal is timely inasmuch as it has been filed within thirty days of the service of the complaint upon the removing parties and all defendants concur in the removal.

8. Attached hereto is the complaint served on removing defendants on March 5, 6 or 8, 2002; and a copy of the first amended complained served defendants' counsel on March 11, 2002.

WHEREFORE, removing parties pray that the above-entitled action be removed from the State of New Mexico Second Judicial District Court to this Court.

Respectfully submitted,

MARCIA E. LUBAR & ASSOCIATES

By: Marcia E. Lubar

Marcia E. Lubar
Attorneys for Defendants
7410 Montgomery Blvd., N.E., Ste. 201
Albuquerque, NM 87109
(505) 830-1101

I hereby certify that a true copy of the foregoing pleading was mailed on the 19th day of March, 2002, to the following:

J. Edward Hollington, Esq.
J. Edward Hollington & Associates, P.A.
708 Marquette Avenue, N.W.
Albuquerque, NM 87102-2035
(505) 843-9171

Marcia E. Lubar

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

FILED
SECOND JUDICIAL DISTRICT
02 FEB 27 PM 3:53
WILLIAM F. LANG

KRISTINA LORD-LINDE,

Plaintiff,

vs. No. CV- 2002 01568

Summons (es) Issued

THE GOVERNING COUNCIL OF THE PUBLIC ACADEMY FOR PERFORMING ARTS, MICHELE BENAVIDEZ, individually and as executive director, JORGE HERNANDEZ, individually and as Chairman of the Governing Council, RIKKI QUINTANA, individually and as member of the Governing Council, BOB PERLS, individually and as member of the Governing Council, and PATTY USEEM,

Defendants.

COMPLAINT FOR VIOLATIONS OF CIVIL RIGHTS AND DAMAGES

COMES NOW, Plaintiff, Kristina Lord-Linde, hereinafter Ms. Lord-Linde, by and through her attorneys of record, J. Edward Hollington, J. Edward Hollington & Associates, P.A., and for her complaint against the Defendants, states:

I. JURISDICTION AND VENUE

1. Plaintiff, Ms. Lord-Linde is a resident of Albuquerque, Bernalillo County, New Mexico.

2. The Public Academy for Performing Arts, hereinafter PAPA, is a public charter school formed and operated pursuant to NMSA 1978, §22-8B-1, *et seq*. ("1999 Charter Schools Act").

3. Defendant, Michele Benavidez, is a resident of Albuquerque, Bernalillo County, New

Mexico and at all times material to this action, served as executive director of PAPA.

4. Defendant, Jorge Hernandez, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as chairman of the governing council of PAPA.

5. Defendant, Rikki Quintana, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as a member of the governing council of PAPA.

6. Defendant, Bob Perls, is a resident of Corrales, Sandovál County, New Mexico and at all times material to this action, served as a member of the governing council of PAPA.

7. Defendant, Patty Useem, upon information and belief, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as head teacher of PAPA.

8. Plaintiff, Ms. Lord-Linde, brings her action pursuant to 42 U.S.C. §§1983, 1985 and 1988.

9. Venue is properly before this Second Judicial District Court.

II. STATEMENT OF FACTS

10. Plaintiff, Ms. Lord-Linde, was one of the organizing developers of Public Academy for Performing Arts.

11. Ms. Lord-Linde is a parent of a child who attends PAPA.

12. Ms. Lord-Linde was one of the founders and organizers of a non-profit 501C-3 corporation, Friends of PAPA, which non-profit corporation, was formed to raise additional funds for the operation of PAPA.

13. As a New Mexico charter school, PAPA receives public funds.

14. Ms. Lord-Linde has extensive corporate experience, and education and training as a performing artist.

15. On September 1, 2001, Ms. Lord-Linde was hired by PAPA as the Performing Arts Coordinator and she served in that capacity until her termination on November 30, 2001.

16. The governing council of PAPA is responsible for the overall management and operations of PAPA.

17. Ms. Lord-Linde, as an employee of PAPA, is provided rights pursuant to the New Mexico School Personnel Act.

18. Ms. Lord-Linde was not provided a written employment contract as required by the New Mexico School Personnel Act, (NMSA 1978 §22-10-1 *et seq*).

19. During the summer and fall of 2001, Ms. Lord-Linde became increasingly concerned about improper and unauthorized expenditures of PAPA funds by Defendant Michele Benavidez, the executive director, and Defendant Bob Perls, a member of governing council.

20. Ms. Lord-Linde expressed her concerns to members of the governing council of PAPA that school funds were being paid by Defendant Benavidez to Defendant Perls, in amounts of approximately $4,000.00 which Defendant Perls and Benavidez claimed were rental payments. There were no rental agreements and the governing council had not authorized such expenditure.

21. The governing council of PAPA took no corrective action in response to Ms. Lord-Linde's concerns.

22. In November of 2001, Ms. Lord-Linde prepared a written ten-page report detailing her concerns as a parent, founding organizer of PAPA, member of the Friends of PAPA and a

member of the public about mismanagement, unauthorized and improper expenditures of public funds, lack of interdisciplinary curriculum development, and lack of qualification, experience and knowledge of the executive director to serve in the capacity as a prinicpal of PAPA.

23. The written report was received by the Defendants in late November, 2001.

24. Following receipt and review of Ms. Lord-Linde's report, Defendants, Benavidez, Hernandez, Quintana, Perl and Useem developed plans and agreements and took actions to terminate Plaintiff's employment.

25. Defendants Benavidez, Hernandez, Quintana, Perl and Useem made false statements to teachers and other employees of PAPA for the purpose of inciting employees and staff against Ms. Lord-Linde.

26. The individual Defendants made false and misleading statements to other board members in retaliation for Ms. Lord-Linde's expressions of criticism and concern about the management and expenditures of public funds by PAPA.

27. On or about November 30, 2001, Defendant Benavidez told Ms. Lord-Linde that her preparation and dissemination of the written report to members of the governing council constituted insubordination, and consequences would be paid.

28. On November 30, 2001, Defendant Benavidez faxed Ms. Lord-Linde a written notice of termination.

29. There are no policies, procedures or guidelines of PAPA which prohibit an employee from expressing concerns or criticisms about improper management, conduct or unauthorized expenditures of public funds.

30. Ms. Lord-Linde's letter, report, and vocal expressions of concerns about

mismanagement, unauthorized expenditures of public funds, and possible fraudulent conduct on the part of individual Defendants, did not unreasonably interfere with the operations of PAPA.

31. Ms. Lord-Linde was given no notice, prior to November 30, 2001, of any charges, deficiencies or any other evidence providing a basis for any disciplinary action against her.

32. On December 1, 2001, Ms. Lord-Linde submitted a written appeal to the governing council of PAPA, in which she expressed her concern that the termination was an act of retaliation for her written report and she requested a hearing with the governing council.

33. On December 2, 2001, Defendant Jorge Hernandez sent Ms. Lord-Linde a letter denying her request for an appeal and informed her that the board had previously voted to terminate her employment.

34. Neither the termination notice of November 30, 2001 or the letter from Defendant Hernandez dated December 2, 2001 provided any reasons for Ms. Lord-Linde's termination except a contention that she was a "employee at will".

35. Ms. Lord-Linde, as an employee subject to the New Mexico School Personnel Act, was not an "employee at will".

36. The acts of the Defendants in terminating Ms. Lord-Linde's employment were done under color of state law.

37. Defendants were the final decision makers regarding the termination of Ms. Lord-Linde's employment.

38. As a direct result of Defendants wrongful acts, Ms. Lord-Linde has lost and continues to lose income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages.

39. The actions of the individual Defendants (Benavidez, Hernandez, Quintana, Perls and Useem) constitute wanton, willful, reckless and malicious conduct.

40. On December 18, 2001, Ms. Lord-Linde caused a notice under the New Mexico Tort Claims Act to be sent to Defendant PAPA.

COUNT I. VIOLATIONS OF FREE SPEECH

41. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1 through 40 above as though the same are fully set forth herein.

42. Ms. Lord-Linde's letter, report and other expressions of concerns to the governing council of PAPA regarding mismanagement, unauthorized expenditures of public funds, lack of curriculum development, and unqualified management personnel, involved matters of public concern.

43. Ms. Lord-Linde's protected speech was a substantial or motivating factor in the decision to terminate her employment.

44. Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the retaliatory termination of her employment.

45. The individual Defendants' conduct constituted willful, wanton, malicious and reckless disregard of Plaintiff's constitutional rights.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary, compensatory and punitive damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

COUNT II. VIOLATIONS OF DUE PROCESS

46. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1 through 45 above as though the same are fully set forth herein.

47. Ms. Lord-Linde, as an employee of PAPA, was subject to the New Mexico School Personnel Act and had a protected property right in her employment.

48. Plaintiff was not provided a pre-termination hearing before an impartial person or persons.

49. Plaintiff was not provided any information regarding charges, evidence or deficiencies of her employment prior to receiving the notice of termination.

50. Plaintiff was not provided an opportunity to answer and present evidence regarding any charges, deficiencies or allegations which Defendants claim supported the decision to terminate her employment.

51. Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the wrongful termination of her employment.

52. The individual Defendants' conduct constituted willful, wanton, malicious and reckless disregard of Plaintiff's constitutional rights.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary, compensatory and punitive damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

COUNT III. CONSPIRACY

53. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1 through 52 above as though the same are fully set forth herein.

54. Defendants Benavidez, Hernandez, Quintana, Perls and Useem entered into agreements and took actions intended to violate Ms. Lord-Linde's first amendment and fifth amendment constitutional rights.

55. As a proximate result, Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the conspiracy to violate Ms. Lord-Linde's protected rights.

56. The individual Defendants' conduct constituted willful, wanton, malicious and reckless disregard of Plaintiff's constitutional rights.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary, compensatory and punitive damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

COUNT IV. BREACH OF CONTRACT

57. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1 through 56 above as though the same are fully set forth herein.

58. The New Mexico School Personnel Act and policies, procedures and guidelines of PAPA constituted an implied contract of employment between PAPA and Ms. Lord-Linde.

59. Pursuant to the policies, procedures and guidelines of PAPA, employees were provided progressive discipline before termination.

60. Pursuant to PAPA's policies, procedures and guidelines, employees were provided

a procedure for submitting grievances. Upon submission of a grievance, the Governing Council of PAPA is to conduct an independent investigation of such grievances. PAPA's Governing Council is not allowed to retaliate or take any adverse employment action against an employee for filing a grievance.

61. Ms. Lord-Linde's written report submitted in November 2001 constituted a grievance.

62. Upon receipt of Ms. Lord-Linde's written report, the PAPA Governing Council failed to investigate and instead terminated Ms. Lord-Linde's employment.

63. PAPA's Governing Council's acts of terminating Ms. Lord-Linde's employment and its failure to properly receive, investigate and protect Plaintiff from retaliation constitute breaches of her contractual rights.

64. As a result of Defendant PAPA's Governing Council's breach of employment agreement, Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the retaliatory termination of her employment.

65. Pursuant to New Mexico School Personnel Act, PAPA was required to provide Ms. Lord-Linde a written contract which specified causes for termination. PAPA did not provide a written contract to Ms. Lord-Linde.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary and compensatory damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

J. EDWARD HOLLINGTON & ASSOCIATES, P.A.

J. EDWARD HOLLINGTON & ASSOCIATES, P.A.

By ______________________
J. Edward Hollington
Attorneys for the Plaintiff
708 Marquette Avenue, N.W.
Albuquerque, New Mexico 87102-2035
Telephone: (505) 843-9171

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

ENDORSED
FILED IN MY OFFICE THIS
MAR 0 5 2002
CLERK DISTRICT COURT
JULIA ORTEGA ROYBAL

KRISTINA LORD-LINDE,

Plaintiff,

vs. No. CV-2002-01568

THE GOVERNING COUNCIL OF THE PUBLIC ACADEMY FOR PERFORMING ARTS, MICHELE BENAVIDEZ, individually and as executive director, JORGE HERNANDEZ, individually and as Chairman of the Governing Council, RIKKI QUINTANA, individually and as member of the Governing Council, BOB PERLS, individually and as member of the Governing Council, and PATTY USEEM,

Defendants.

FIRST AMENDED COMPLAINT FOR VIOLATIONS OF CIVIL RIGHTS AND DAMAGES

COMES NOW, Plaintiff, Kristina Lord-Linde, hereinafter Ms. Lord-Linde, by and through her attorneys of record, J. Edward Hollington, J. Edward Hollington & Associates, P.A., and for her complaint against the Defendants, states:

I. JURISDICTION AND VENUE

1. Plaintiff, Ms. Lord-Linde is a resident of Albuquerque, Bernalillo County, New Mexico.

2. The Public Academy for Performing Arts, hereinafter PAPA, is a public charter school formed and operated pursuant to NMSA 1978, §22-8B-1, *et seq.* ("1999 Charter Schools Act").

3. Defendant, Michele Benavidez, is a resident of Albuquerque, Bernalillo County, New

Mexico and at all times material to this action, served as executive director of PAPA.

4. Defendant, Jorge Hernandez, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as chairman of the governing council of PAPA.

5. Defendant, Rikki Quintana, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as a member of the governing council of PAPA.

6. Defendant, Bob Perls, is a resident of Corrales, Sandoval County, New Mexico and at all times material to this action, served as a member of the governing council of PAPA.

7. Defendant, Patty Useem, upon information and belief, is a resident of Albuquerque, Bernalillo County, New Mexico and at all times material to this action, served as head teacher of PAPA.

8. Plaintiff, Ms. Lord-Linde, brings her action pursuant to 42 U.S.C. §§1983 and 1988.

9. Venue is properly before this Second Judicial District Court.

II. STATEMENT OF FACTS

10. Plaintiff, Ms. Lord-Linde, was one of the organizing developers of Public Academy for Performing Arts.

11. Ms. Lord-Linde is a parent of a child who attends PAPA.

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17. Ms. Lord-Linde, as an employee of PAPA, is provided rights pursuant to the New Mexico School Personnel Act.

18. Ms. Lord-Linde was not provided a written employment contract as required by the New Mexico School Personnel Act, (NMSA 1978 §22-10-1 *et seq*).

19. During the summer and fall of 2001, Ms. Lord-Linde became increasingly concerned about improper and unauthorized expenditures of PAPA funds by Defendant Michele Benavidez, the executive director, and Defendant Bob Perls, a member of governing council.

20. Ms. Lord-Linde expressed her concerns to members of the governing council of PAPA that school funds were being paid by Defendant Benavidez to Defendant Perls, in amounts of approximately $4,000.00 which Defendant Perls and Benavidez claimed were rental payments. There were no rental agreements and the governing council had not authorized such expenditure.

21. The governing council of PAPA took no corrective action in response to Ms. Lord-Linde's concerns.

22. In November of 2001, Ms. Lord-Linde prepared a written ten-page report detailing her concerns as a parent, founding organizer of PAPA, member of the Friends of PAPA and a member of the public about mismanagement, unauthorized and improper expenditures of public

funds, lack of interdisciplinary curriculum development, and lack of qualification, experience and knowledge of the executive director to serve in the capacity as a prinicpal of PAPA.

23. The written report was received by the Defendants in late November, 2001.

24. Following receipt and review of Ms. Lord-Linde's report, Defendants, Benavidez, Hernandez, Quintana, Perl and Useem developed plans and agreements and took actions to terminate Plaintiff's employment.

25. Defendants Benavidez, Hernandez, Quintana, Perl and Useem made false statements to teachers and other employees of PAPA for the purpose of inciting employees and staff against Ms. Lord-Linde.

26. The individual Defendants made false and misleading statements to other board members in retaliation for Ms. Lord-Linde's expressions of criticism and concern about the management and expenditures of public funds by PAPA.

27. On or about November 30, 2001, Defendant Benavidez told Ms. Lord-Linde that her preparation and dissemination of the written report to members of the governing council constituted insubordination, and consequences would be paid.

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29. There are no policies, procedures or guidelines of PAPA which prohibit an employee from expressing concerns or criticisms about improper management, conduct or unauthorized expenditures of public funds.

30. Ms. Lord-Linde's letter, report, and vocal expressions of concerns about mismanagement, unauthorized expenditures of public funds, and possible fraudulent conduct on the

part of individual Defendants, did not unreasonably interfere with the operations of PAPA.

31. Ms. Lord-Linde was given no notice, prior to November 30, 2001, of any charges, deficiencies or any other evidence providing a basis for any disciplinary action against her.

32. On December 1, 2001, Ms. Lord-Linde submitted a written appeal to the governing council of PAPA, in which she expressed her concern that the termination was an act of retaliation for her written report and she requested a hearing with the governing council.

33. On December 2, 2001, Defendant Jorge Hernandez sent Ms. Lord-Linde a letter denying her request for an appeal and informed her that the board had previously voted to terminate her employment.

34. Neither the termination notice of November 30, 2001 or the letter from Defendant Hernandez dated December 2, 2001 provided any reasons for Ms Lord-Linde's termination except a contention that she was a "employee at will".

35. Ms. Lord-Linde, as an employee subject to the New Mexico School Personnel Act, was not an "employee at will".

36. The acts of the Defendants in terminating Ms. Lord-Linde's employment were done under color of state law.

37. Defendants were the final decision makers regarding the termination of Ms. Lord-Linde's employment.

38. As a direct result of Defendants wrongful acts, Ms. Lord-Linde has lost and continues to lose income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages.

39. The actions of the individual Defendants (Benavidez, Hernandez, Quintana, Perls and

Useem) constitute wanton, willful, reckless and malicious conduct.

40. On December 18, 2001, Ms. Lord-Linde caused a notice under the New Mexico Tort Claims Act to be sent to Defendant PAPA.

COUNT I. VIOLATIONS OF FREE SPEECH

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42. Ms. Lord-Linde's letter, report and other expressions of concerns to the governing council of PAPA regarding mismanagement, unauthorized expenditures of public funds, lack of curriculum development, and unqualified management personnel, involved matters of public concern.

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44. Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the retaliatory termination of her employment.

45. The individual Defendants' conduct constituted willful, wanton, malicious and reckless disregard of Plaintiff's constitutional rights.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary, compensatory and punitive damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

COUNT II. VIOLATIONS OF DUE PROCESS

46. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1 through 45 above as though the same are fully set forth herein.

47. Ms Lord-Linde, as an employee of PAPA, was subject to the New Mexico School Personnel Act and had a protected property right in her employment.

48. Plaintiff was not provided a pre-termination hearing before an impartial person or persons.

49. Plaintiff was not provided any information regarding charges, evidence or deficiencies of her employment prior to receiving the notice of termination.

50. Plaintiff was not provided an opportunity to answer and present evidence regarding any charges, deficiencies or allegations which Defendants claim supported the decision to terminate her employment.

51. Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the wrongful termination of her employment.

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Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary, compensatory and punitive damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

COUNT III. BREACH OF CONTRACT

53. Plaintiff hereby incorporates all allegations contained in the foregoing paragraphs 1

through 52 above as though the same are fully set forth herein.

54. The New Mexico School Personnel Act and policies, procedures and guidelines of PAPA constituted an implied contract of employment between PAPA and Ms. Lord-Linde.

55. Pursuant to the policies, procedures and guidelines of PAPA, employees were provided progressive discipline before termination.

56. Pursuant to PAPA's policies, procedures and guidelines, employees were provided a procedure for submitting grievances. Upon submission of a grievance, the Governing Council of PAPA is to conduct an independent investigation of such grievances. PAPA's Governing Council is not allowed to retaliate or take any adverse employment action against an employee for filing a grievance.

57. Ms. Lord-Linde's written report submitted in November 2001 constituted a grievance.

58. Upon receipt of Ms. Lord-Linde's written report, the PAPA Governing Council failed to investigate and instead terminated Ms. Lord-Linde's employment.

59. PAPA's Governing Council's acts of terminating Ms. Lord-Linde's employment and its failure to properly receive, investigate and protect Plaintiff from retaliation constitute breaches of her contractual rights.

60. As a result of Defendant PAPA's Governing Council's breach of employment agreement, Ms. Lord-Linde has lost income, including back pay, front pay, benefits, other pecuniary losses and compensatory damages as a direct result of the retaliatory termination of her employment.

61. Pursuant to New Mexico School Personnel Act, PAPA was required to provide Ms. Lord-Linde a written contract which specified causes for termination. PAPA did not provide a written contract to Ms. Lord-Linde.

Wherefore, Plaintiff respectfully requests that this Court enter judgment in her favor and award damages of lost income, back pay, front pay, and other pecuniary and compensatory damages to be proven at trial, pre-judgment, post-judgment interest, attorney fees, costs and such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

J. EDWARD HOLLINGTON & ASSOCIATES, P.A.

By____________________________
J. Edward Hollington
Attorney for Plaintiff
708 Marquette Avenue N.W.
Albuquerque, New Mexico 87102-2035
(505) 843-9171